



*Report to the
Auburn City Council*

Action Item

3

Agenda Item No.

[Signature]
City Manager's Approval

To: Mayor and City Council Members
From: Mark D'Ambrogi, Fire Chief *[Signature]*
Date: October 8, 2012
Subject: Authorization to Approve Professional Services Agreement with Bushwackers Inc.

The Issue

Shall the City Council approve the Professional Services Agreement with Bushwackers Inc. to implement fuels reeducation and chipping services on the American Canyon River Shaded Fuel Break through the Sierra Nevada Conservancy Proposition 84 Grants Program Agreement number 567?

Conclusion and Recommendation

Staff recommends that City Council, by Resolution, approve the Professional Services Agreement with Bushwackers Inc. to implement fuels reduction and chipping services on the American Canyon River Shaded Fuel Break through the Sierra Nevada Conservancy Proposition 84 Grants Program Agreement number 567 and authorize the Fire Chief to execute this agreement.

Background

The Sierra Nevada Conservancy (SNC) has awarded the City of Auburn \$146,690.00 in grant funding through Proposition 84 for fuels reduction to the American River Canyon Shaded Fuel Break. As part of this project there is a component to obtain a private vendor to provide fuel reduction and chipping services in addition to the Cal Fire crews. A Request For Proposal was developed, publicly noticed as required, sent to various vendors, and

posted on the City website. Only one (1) proposal was submitted for consideration from Bushwackers Inc.

The Auburn Fire Department is administering this grant from Sierra Nevada Conservancy and therefore facilitating and coordinating procurement and other related events for this grant.

Alternatives Available to Council; Implications of Alternatives

1. Approve, by Resolution, the Professional Services Agreement with Bushwackers Inc.;
2. Take no action; another vendor will need to be identified and a Professional Services Agreement will need to be developed.

Fiscal Impact

There is no fiscal impact associated with this action. Funding for the vendor has been identified within the grant. The vendor has agreed upon the grant amount to complete the work as proposed. There is no additional funding for this service.

Attachment(s):

Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT
Providing Payment of Prevailing Wages
City of Auburn / Bushwackers, Inc.

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Auburn a California municipal corporation ("City") and Bushwackers, Inc. ("Consultant").

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: Chipping and vegetation fuel reduction.
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

3. DEFINITIONS

- 3.1 "Scope of Services": Such professional services as are set forth in Consultant's September 27, 2012 proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 "Approved Fee Schedule": Such compensation rates as are set forth in Consultant's September 27, 2012 fee schedule to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.3 "Commencement Date": October 15, 2012.
- 3.4 "Expiration Date": June 1, 2014.

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 17 ("Termination") below.

5. CONSULTANT'S SERVICES

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of one-hundred seventeen thousand, two-hundred and fifty Dollars (\$117,250.00) unless specifically approved in advance and in writing by City.
- 5.2 Consultant shall obtain a City business license prior to commencing performance under this Agreement.
- 5.3 Consultant shall perform all work to the highest standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.4 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.5 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Mark D'Ambrogi shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.6 To the extent that the Scope of Services involves trenches deeper than four feet (4'), Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:
 - (1) Material that the contractor believes may be material that is hazardous waste, as defined in Health and Safety Code § 25117 which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of law.
 - (2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

(3) Unknown physical conditions at the site of any unusual nature that materially differ from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.

City shall promptly investigate the conditions, and if it finds that the conditions do so materially differ, or involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work, the City shall issue a change order under the procedures described in this Agreement.

6. COMPENSATION

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Approved Fee Schedule in full satisfaction for such services.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law.
- 6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis pursuant to the Approved Fee Schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule or to compensation other than in compliance with this Agreement, including, without limitation, Section 5.1 above..
- 6.4 To the extent applicable, this Agreement is further subject to the provisions of Article 1.7 (commencing at § 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to the contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with this Article. This Agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.
- 6.5 To the extent applicable, at any time during the term of the Agreement, the Consultant may at its own expense substitute securities equivalent to the amount

withheld as retention (or the retained percentage) in accordance with Public Contract Code § 22300. At the request and expense of the consultant, securities equivalent to the amount withheld shall be deposited with the City, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to the City. Upon satisfactory completion of the contract, the securities shall be returned to the Consultant.

7. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products" herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon use or dissemination by City. Consultant may take and retain copies of such written products as desired, but shall not seek to copyright such written products.

8. RELATIONSHIP OF PARTIES

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

Under no circumstances shall Consultant look to the City as his employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned PERS retirement benefits, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation.

9. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

10. INDEMNIFICATION

- 10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury,

damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, taxes, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the parties intend the provisions of this indemnity provision to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.

- 10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and when the City requests with respect to a claim provide a deposit for the defense of, and defend City, its officers, agents, employees and volunteers from and against any and all claims, losses, costs and expenses for any damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, and injury to any property arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Such costs and expenses shall include reasonable attorneys' fees due to counsel of City's choice, expert fees and all other expenses of litigation.
- 10.3 City shall have the right to offset against any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 10 and any amount due City from Consultant arising from Consultant's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 10.4 The obligations of Consultant under this Section 10 are not limited by the provisions of any workers' compensation or similar statute. Consultant expressly waives its statutory immunity under such statutes as to City, its officers, agents, employees and volunteers.
- 10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others, Consultant agrees to indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims, losses, costs and expenses for any damage due to death

or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

- 10.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply whether or not any insurance policies apply to a claim, demand, damage, liability, loss, cost or expense.

11. INSURANCE

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.

11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.

11.1.3 Worker's Compensation insurance if and as required by the laws of the State of California.

- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.

- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.

- 11.4 Consultant agrees that if it does not keep the insurance coverages required by this Agreement in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay the premium(s) thereon at Consultant's expense.
- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the required coverages are in effect and naming the City and its officers, employees, agents and volunteers as additional insureds. Prior to commencement of work under this Agreement, Consultant shall file such certificate(s) with City's Risk Manager.
- 11.6 Consultant shall provide proof that policies of insurance required by this Agreement expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- 11.8 The insurance provided by Consultant shall be primary to any other coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond in the amount of the deductible or self-insured retention to guarantee payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of

Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

12. MUTUAL COOPERATION

- 12.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 12.2 If any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

13. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

14. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.

15. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City

City of Auburn
1225 Lincoln Way
Auburn CA 95603
Telephone: (530) 823-4211 x 172
Facsimile: (530) 823-4512

If to Consultant:

Bushwackers, Inc.
PO Box 4536
Auburn, CA 95604
Telephone: (530) 888-7776
Facsimile: (530) 888-7776

With courtesy copy to:

Michael G. Colantuono, Esq.
Auburn City Attorney
Colantuono & Levin, P.C.
11364 Pleasant Valley Road
Penn Valley, CA 95946
Telephone: (530) 432-7357
Facsimile: (530) 432-7356

16. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 9, Section 10, Paragraph 12.2 and Section 13 of this Agreement shall survive the expiration or termination of this Agreement.

17. TERMINATION

- 17.1. City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant may terminate this Agreement for any reason on thirty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 17.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement as provided in Section 5.1 above and as otherwise provided in this Agreement.

18. GENERAL PROVISIONS

- 18.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.
- 18.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph shall govern construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular and vice versa, in any place or places herein in which the context requires such substitution(s).
- 18.4 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party to be charged with the waiver.
- 18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies. If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the party prevailing in such action, whether or not reduced to judgment, shall be entitled to its reasonable court costs, including any accountants' and attorneys' fees expended in the action. The venue for any litigation shall be Placer County, California and Consultant

hereby consents to jurisdiction in Placer County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the provisions of this Agreement and those of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on behalf of the City and Consultant.
- 18.10 To the extent applicable, this Agreement is further subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by the contractor, for the response to such claims by the contracting public agency, for a mandatory meet and confer conference upon the request of the contractor, for mandatory nonbinding mediation in the event litigation is commenced, and for mandatory judicial arbitration if the parties fail to resolve the dispute through mediation. This Agreement hereby incorporates the provisions of Article 1.5 as though fully set forth herein.
- 18.11 This Agreement is further subject to the provisions of California Public Contracts Code § 6109 which prohibits the Consultant from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to §§ 1777.1 or 1777.7 of the Labor Code.

19 **PREVAILING WAGES**

19.1 To the extent that the estimated amount of this Agreement exceeds \$1,000, this Agreement is subject to prevailing wage law, including, but not limited to, the following:

19.1.1 The Consultant shall pay the prevailing wage rates for all work performed under the Agreement. When any craft or classification is omitted from the general prevailing wage determinations, the Consultant shall pay the wage rate of the craft or classification most closely related to the omitted classification. The Consultant shall forfeit as a penalty to City \$50.00 or any greater penalty provided in the Labor Code for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the Agreement employed in the execution of the work by Consultant or by any subcontractor of Consultant in violation of the provisions of the Labor Code. In addition, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Consultant.

19.1.2 Consultant shall comply with the provisions of Labor Code § 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Consultant is responsible for compliance with § 1777.5 by all of its subcontractors.

19.1.3 Pursuant to Labor Code § 1776, Consultant and any subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Consultant in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Labor Code §§ 1811, and 1815 for any work performed by his or her employees on the public works project. The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code § 1776.

19.2 To the extent that the estimated amount of this Agreement exceeds \$1,000, this Agreement is further subject to 8-hour work day and wage and hour penalty law,

including, but not limited to, Labor Code §§ 1810 and 1813, as well as California nondiscrimination laws, as follows:

- 19.2.1 Consultant shall strictly adhere to the provisions of the Labor Code regarding the 8-hour day and the 40-hour week, overtime, Saturday, Sunday and holiday work and nondiscrimination on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or sexual orientation, except as provided in Government Code § 12940. Pursuant to the Labor Code, eight hours' labor shall constitute a legal day's work. Work performed by Consultant's employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Consultant shall forfeit as a penalty to City \$25.00 or any greater penalty set forth in the Labor Code for each worker employed in the execution of the work by Consultant or by any Subcontractor of Consultant, for each calendar day during which such worker is required or permitted to the work more than eight hours in one calendar day or more than 40 hours in any one calendar week in violation of the Labor Code.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"City"
City of Auburn

"Consultant"
Bushwackers, Inc.

By _____

By: _____
Scott Serenbetz, President

Date: _____

Date: _____

By: _____
Vice President

Date: _____

Attest:

By _____
Deputy City Clerk

Date: _____

Approved as to form:

By _____
Michael G. Colantuono, City Attorney

Date: _____

WORKERS' COMPENSATION INSURANCE **CERTIFICATE**

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

DATE: _____

(Contractor)

By: _____

(Signature)

(Title)

Attest:

By: _____

(Signature)

(Title)

EXHIBIT A
SCOPE OF WORK

Proposal By Bushwackers. Inc.

Bushwackers. Inc.

PO Box 4536

Auburn, Ca 95604

Phone/FAX (530) 888-7776

September 27, 2012

Dear Members of the Greater Auburn Area Fire Safe Council
c/o Chief Mark D'Ambrogio:

We are interested in your state funded project (Proposition 84 -award #567), and would like to propose working with you to make the area a better place to live.

Working to effectively clear land is a major part of our business. As a part of our service we personally go to the site where the work is to be done prior to completing the estimate. Communications with the customer and, in this case, the Program Manager, is conducive to good business practices.

We have invested in two track mounted chippers with the capacity of 14" and 20". We purchased these new in 2002 and 2004 and believe we have more experience with these type of chippers than anyone else in the state of California. Additionally we have most of our experience in Auburn, CA. We are well aware of the challenges of working in this terrain. We believe we are the only tree service in the United States to actually have invested in 2 of these chippers.

I have reviewed the RFP and understand the scope of the project and what services will be required.

Fuel reduction is the business Bushwackers, Inc. has been doing for 25 years. Bushwackers has worked on the American River Canyon Shaded Fuel Break Since 2004 and the Auburn Canyon Shaded Fuel Break with the city of Auburn since 2010. Bushwackers has also donated an estimated \$15,000 in services during this time.

In the following proposal you will find that performing the services outlined within the requested format is a part of what we do every day.

Qualification of personnel:

Scott Serenbetz

President, Bushwackers, Inc.

Bushwackers, Inc. began locally 25 years ago with an innovative idea by Scott Serenbetz. Since 1987 he developed the business that now includes three counties. Scott has authored an article on Fire Safety (citizen's guide to fire safe planning and resource conservation), which appeared in the 2003-2004 publication of Placer County Fire Safe Alliance in conjunction with Gold Country Media, Auburn, CA. Scott Serenbetz is often onsite working with the crew or constantly checking in on the project.

Martin Lara, Foreman

13 years of employment at Bushwackers, Inc.

He is knowledgeable with the equipment and the safety rules and is able to communicate effectively with the employees. His co-workers and the customers he serves respect him. Martin is an asset to the company and customers have highly praised his work and attitude on the job.

Crew of 6 or more

The crew receives safety training from Bushwackers Inc. and State Fund Workers Compensation. The equipment used is kept in excellent condition and all crew-members receive training in the proper use of the equipment. Our crew is very experienced and most of employees have been employed by Bushwackers, Inc. for more than 10 years.

References: listing of completed projects and contacts:

Vern Canon, Fire Chief, Nevada County Fire District

Phone (530) 274-4707

Scott St. John, 198 Rio Camino, Auburn, CA 95603

Phone (530) 885-2491

Craig McArdle

Phone (530) 823-4211

Kyle Madison (Georgetown Water District)

Phone (530) 305-6906

Luana Dowling (Foresthill Fire Department)

Phone (530) 367-2465

"Pipeline Fuel Reduction Project"- Fuel Break on approximately 63 acres of private property within the Foresthill-Iowa Hill Divide, located within Placer County.

Bushwackers, Inc. has been performing work in contract with the Auburn Fire Department on the "Auburn City American River Canyon Shaded Fuel Break" since 2004. This project alone has given Bushwackers the experience of complying with Federal, State, and local laws and regulations. In addition to complying with all applicable laws and rules, Bushwackers has also had to work with many landowners affected by this project.

The various projects related to ecological and environmental impacts as outlined in this state funded project will coincide with projects we are familiar with. Bushwackers has worked with private landowners and the City Auburn within the area of the American River Canyon Shaded Fuel Break. Experience has shown that we are aware and observe rules regarding riparian areas.

Copy of Workers Compensation insurance and General Liability Insurance:

(see attached copies)

Acknowledgement that the vendor will perform within the allocated funding and time frame of the project:

Bushwackers, Inc. will be able to perform within the allocated funds of \$117,250 and complete before June 2014.

Experience working with Cal Fire/CDCR crews:

We have experience working with Cal Fire/CDCR crews on a project with the Georgetown Water District.

Knowledge and or experience with American River Canyon Shaded Fuel Break:

Bushwackers, Inc. has been performing work in contract with the Auburn Fire Department on the "Auburn City American River Canyon Shaded Fuel Break" since 2004. This project alone has given Bushwackers the experience of complying with Federal, State, and local laws and regulations. In addition to complying with all applicable laws and rules, Bushwackers has also had to work with many landowners affected by this project.

Please consider Bushwackers, Inc. to be one of the vendors for this important state funded Project.

Sincerely,

A handwritten signature in black ink, appearing to read 'Scott', with a long horizontal flourish extending to the right.

Scott, Serenbetz President
Bushwackers, Inc.



CERTIFICATE OF LIABILITY INSURANCE

BUSHINC-01

KOSSC

DATE (MM/DD/YYYY)

3/13/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0E67768
IOA Insurance Services - SAC
2180 Harvard Street, Suite 450
Sacramento, CA 95815

CONTACT NAME:

PHONE (A/C, No, Ext): (916) 692-7000

FAX (A/C, No): (916) 473-1797

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Wesco Ins Co

25011

INSURER B: State Compensation Insurance Fund of CA

35076

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Bushwackers Inc.
PO Box 4536
Auburn, CA 95604

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		WPP102160501	3/10/2012	3/10/2013	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS - COM/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY					
	<input type="checkbox"/> ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		43150911	1/14/2012	1/14/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Evidence of Coverage

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

For Insured's Copy Only

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SCHEDULED EQUIPMENT						BUSHINC-01	WATSONT
#	TYPE	DESCRIPTION	ID # / SERIAL NO.	NEW / USED	DATE PURCHASED	% COINSURANCE	90
1	MANUFACTURER	1890 Track mounted chipper	FMUS160XR0019	2005	CAPACITY	AMOUNT OF INSURANCE	\$ 68,000
2	MANUFACTURER	254 Track mounted chipper	FMUS15182R0013	2002	CAPACITY	AMOUNT OF INSURANCE	\$ 57,000
3	MANUFACTURER	Kubota Tractor	2001	CAPACITY	AMOUNT OF INSURANCE	\$ 15,000	
4	MANUFACTURER	ASV Tractor w Grapple, Tree Sheer & Bru	2003	CAPACITY	AMOUNT OF INSURANCE	\$ 40,000	
5	MANUFACTURER						
6	MANUFACTURER						
7	MANUFACTURER						
8	MANUFACTURER						
9	MANUFACTURER						
10	MANUFACTURER						
11	MANUFACTURER						
12	MANUFACTURER						
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18	MANUFACTURER						
19	MANUFACTURER						
20	MANUFACTURER						

ACORD 146 (2007/02)

ATTACH TO ACORD 125

EXHIBIT B
Request For Proposal
(Includes Available Funding for Consultant)

**CITY OF
AUBURN**



Request for Proposal

**For
Fuels Treatment Services**

September 2012

City of Auburn
1225 Lincoln Way
530-823-4211

Date of Issuance: September 7, 2012
Submittal Deadline: October 1, 2012

Overview

The City of Auburn Fire Department is the recipient of a Sierra Nevada Conservancy (SNC) Proposition 84 grant award #567. Funding is specifically for fuels treatment to specific areas on Bureau of Reclamation (BOR) lands adjacent to the City of Auburn. The project area is within the larger project area known as the American River Canyon Shaded Fuel; a collaborative project between the Bureau of Reclamation, California State Parks, Cal Fire, and The City of Auburn.

This Request For Proposal (RFP) is intended to solicit vendors that are interested in providing services that include: mechanical chipping; rubber tracked and capable of chipping no less than 12" in diameter size materials, specialized services such as tree falling, block & tackle/line rig hauling to chipper, fuels treatment as identified in the project scope, provide trained and adequate personnel to accomplish tasks, work with Cal Fire and California Department of Corrections & Rehabilitation (CDCR) crews, and work under the direction of City of Auburn Fire personnel. The geographic terrains of the project area allow very limited access for conventional vehicles and equipment. Identifying access points to project areas with minimal impact to the environment will be a responsibility of the vendor. Vendors must meet the criteria as established in this RFP to be considered for services.

Project Scope

This project will implement fuels thinning on 60 acres of a shaded fuel break along forested lands separating the City of Auburn from the Middle Fork American River. The project will result in the reduction of risk for catastrophic wildfire to spread between the community of Auburn and the adjacent Auburn State Recreation Area. Vegetation will be removed by hand; cutting and sawing, using hand saws, shears, and chainsaws. Cut materials will be hauled by hand, stacked in piles, and chipped with a mechanical chipper. Chipped materials will be scattered within the project area and left on site for natural decomposition. This shaded fuel break will also result in protection of water quality in the American River Watershed through prevention of catastrophic wildfire and associated sediment flow.

Hand work will be performed by California Department of Corrections & Rehabilitation (CDCR) crews under the authority and supervision of Cal Fire. The City of Auburn Fire Department will have designated personnel for project oversight, direction, and point of contact. Private vendor(s) will be utilized to provide chipping services and specialized treatment application such as tree falling and mechanical hauling of materials for chipping. Vendor(s) will also be required to perform fuels reduction work of which is included in the funding.

Additional funding and in-kind support for this project is being provided by the City of Auburn Fire Department and Cal Fire CDCR Hand Crews.

Project Schedule

DETAILED PROJECT DELIVERABLES	<i>TIMELINE</i>
Pre-implementation field work and coordination: Establish operations plan (times of work, work locations, and resource needs) with project partners; mark and flag project area, project boundaries, hazards, mitigation areas, and access locations; coordinate with project partners on treatment prescription, work/safety/mitigation procedures, conduct training and review emergency procedures; conduct public outreach; secure vendor/contractor for specialized equipment and chipping equipment	July – November 2012
Fuels thinning and chipping	September 2012 – June 2014
6 Month Progress Reports	December 31, 2012 June 30, 2013 December 31, 2013
FINAL REPORT/FINAL PAYMENT REQUEST	July 31, 2014

Project Costs

PROJECT BUDGET CATEGORIES	TOTAL SNC FUNDING
Project Contractor/Consultants (<i>Cal Fire CDCR Crews</i>)	18,080.00
Project Contractor/Consultants (<i>Chipping vendors w/ specialized equipment and to perform fuel reduction</i>)	117,250.00
Project Equipment/Signage (<i>Carsonite markers, sanitation facility</i>)	6,200.00
Administrative Expenses	5,160.00
GRAND TOTAL	\$146,690.00

Process

The City of Auburn will use the process "Request For Proposal" (RFP) to obtain services for this project. Any vendor interested in submitting a proposal must include information as requested in this RFP. Vendors and representatives are encouraged to call Fire Department representatives with any questions or clarification needed.

Proposed time frame of this RFP process is as follows:

September 7, 2012
October 1, 2012
Sept. 28- Oct. 5, 2012
October 9, 2012

Release of the Request For Proposal
Proposals due at City of Auburn Fire Department
Review of proposals by Department Staff
Notification to vendor of acceptance of proposal

Submission Process

Respondents are to submit one (1) original proposal to:

**Fire Chief Mark D'Ambrogi
Auburn City Fire Department
1225 Lincoln Way, Room #7
Auburn, CA 95603**

Deadline for submitting proposal:

**October 1, 2012 at 4:00 p.m. at City Hall, Room #7 Fire Department or Room #9 City Clerk
1225 Lincoln Way, Auburn, CA**

All cost of preparation of proposals shall be borne by the respondents.

All proposals become the property of the City of Auburn. The City reserves the right to reject any and all submittals; to request clarification of information submitted; to request additional information; and to waive any irregularity in the submission and review process. None of the materials submitted will be returned to the bidder unless specifically requested at time of submittal.

Requirements of potential vendors

Any vendor submitting a proposal for consideration must own the equipment and provide copy of insurance for equipment that will be used for the project; damage to vendor equipment must be covered under vendor's insurance, the City of Auburn and the Sierra Nevada Conservancy are not responsible for equipment damage during the work performance period for this project.

The vendor must use employees on their current payroll and who are covered under worker's compensation insurance. In the event additional employees are needed for this project, all former "laid-off" employees will be given opportunity to work based on the vendor's policies and procedures. Prevailing wage is to be used as appropriate for the job classification(s) and labor provided.

Proposal Format

A qualifying proposal must contain the following:

1. Format is to be on standard 8-1/2 by 11 pages
2. Provide a letter of interest
3. Provide a statement of understanding; provide a statement indicating this RFP has been reviewed and understand the scope of the project and what services will be required
4. Statement of experience; provide a statement indicating previous experience on fuel treatment projects, specifically Shaded Fuel Breaks
5. Provide written response, information, and documentation to those items as listed in the following section; "Information to be included in Proposal".

Information to be included in Proposal

1. Qualification of personnel
2. References; listing of completed projects and contacts
3. Copy of worker's compensation insurance and liability insurance
4. Listing of vendor owned equipment (as applicable to the project scope)
5. Vendors will be required to provide copy or obtain a Business License to conduct business in the City of Auburn
6. Acknowledgment that vendor will perform within the allocated funding and time frame of the project
7. Identify any experience working with Cal Fire/CDCR crews, (vendors will be required to review and sign *Digest of Laws* when working with Cal Fire CDCR crews)
8. Any specific knowledge and or experience with the American River Canyon Shaded Fuel Break
9. Experience/knowledge of mitigation measures used in fuel treatment projects

Criteria Used In Evaluation

In considering proposals from vendors, the City of Auburn Fire Department and its designated employees shall take into consideration the following:

1. Qualifications
2. Experience
3. Performance within the allocated funding and time frames
4. Ability to provide required equipment and personnel
5. Knowledge and understanding of local interests pertaining to fuels treatment projects to reduce risk to the community
6. Meet the overall objectives of the scope of work and project implementation
7. Local small business

The City reserves the right to accept proposals, award proposals and /or not award proposals to reject any and all proposals, to waive any informality in the proposals, and to accept the proposal that appears from all consideration to be in the best interest of the City of Auburn and the Sierra Nevada Conservancy.

Information/Resources

Questions or clarifications about this Request for Proposal are to be made to:

Fire Chief Mark D'Ambrogi
Auburn City Fire Department
1225 Lincoln Way, Room #7
Auburn, CA 95603
530-823-4211 Ext 172
mdambrogi@auburn.ca.gov

Attachments: Shaded Fuel Break Prescription
Potential Mitigation Measures and Conditions
Map/location of project areas

American River Canyon Shaded Fuel Break

Auburn City Fire Department

Shaded Fuel Break Prescription

SHADED FUEL BREAK

Purpose/Overview

The purpose of implementation and maintenance of a project such as fuel modification can be considered a fire prevention/management tool that may promote awareness, mitigation, and assist in fire suppression activities in the event of a wildfire situation in Interface Lands. The objective is to reduce, modify, and manage fuels within designated areas that may enhance mitigation efforts in the event of a wildfire situation. The Shaded Fuel Break is an identified key component of any project:

Is a strategic location along a ridge, access road, or other location where fuels have been modified. The width of the fuel break is usually 100 to 300 feet depending on the site. This is a carefully planned thinning of dense vegetation, so fire does not easily move from the ground into the overhead tree canopy. A shaded fuel break is not the removal of all vegetation in a given area. Fire suppression resources can utilize this location to suppress wildfires due to the modification of fuels of which may increase the probability of success during fire suppression activities. Any fuel break by itself will not stop a wildfire.

The Shaded Fuel Break is a recommended guideline for fuel management within interface and open lands.

The goal is to protect human life, public and private resources, and natural resources by reducing the risk and potential hazard of wildfire by practicing fuel management strategies that promote the preservation and restoration of natural resources and protection of cultural resources.

Objectives are mitigation of fire dangers in an effort to: enhance public safety; protect natural and cultural resources; provide for recreational opportunities; conduct cost effective maintenance of features and facilities.

SHADED FUEL BREAK PRESCRIPTION

This is a defensible location to be used by fire suppression resources to reduce the hazard of wildfires. Any fuel break by itself will **NOT** stop a wild fire. It is a location where the fuel has been modified to increase the probability of success for fire suppression activities. Ground resources can use the location for direct attack. Air resources may use the location for fire retardant drops.

Prescription

The intent of the fuel break is to create a fuel model or vegetative arrangement where wildfire reduces intensity as it burns into the fuel break. A ground fire, burning grass and leaf duff is the desired fire behavior. An arrangement which provides the desired fire behavior effects, involves an area where ladder fuels are removed and tree or brush canopies will not sustain fire and where the contiguous fuels arrangement is interrupted.

This general arrangement allows fire and resource managers to retain a species diversity of individual younger, middle aged and older plants, which allows the opportunity for an uneven aged vegetative type without compromising the project objectives. For example, young saplings of individual oaks or conifers may be retained, although they may be under the desired diameter they may not contribute to undesired fire behavior effects. Additionally, it may be necessary to cull a few trees in a thick stand of conifers over the desired diameter in order to improve forest health. It is important to remember that this prescription is a guide, not an absolute. Site specific prescriptions may be developed later for individual projects which all will be in accordance with the project objectives.

Implementation consists of removing or pruning trees, shrubs, brush, and other vegetative growth on the project area as prescribed. All work will be accomplished by use of hand crews, biological treatment or mechanical equipment; supported by chippers and/or burning as determined appropriate on a case-by-case basis. The preferred width of a shaded fuel break along a ridge top or adjacent to one is approximately 300 feet

Trees up to the 6-inch diameter at breast height (dbh) class are eligible for removal under this prescription. However, larger trees and hazardous snags may be removed. Due to operational needs, it may be necessary to remove an occasional tree with a dbh larger than 6 inches based on forest health and project objectives. Individual trees under 6-inch dbh may be retained for diversity and if they do not disrupt project objectives. This will only be done on a case-by-case basis after proper review.

Threatened and endangered plant and animal species, such as elderberry and other sensitive species, shall not be removed or treated or otherwise adversely affected within any shaded fuel break.

Cultural resources are a major resource and will be protected.

1. Understory fuels:

Understory fuels over 1 foot in height are to be removed in order to develop vertical separation and low horizontal continuity of fuels. Individual plants or pairs of plants may be retained provided there is a horizontal separation between plants of 3 to 5 times the height of the residual plants and the residual plants are not within the drip lines of an overstory tree.

2. Mid-story fuels:

Trees up to the 6-inch dbh may be removed. Exception to this size limit shall be trees that have significant defect and/or which do not have a minimum of a 16-foot saw log or trees, such as saplings, that do not present an undesirable effect. Live but defective trees larger than the 6-inch dbh providing cavities for obvious wildlife use may be retained. Trees shall be removed to create horizontal distances between residual trees from 20 feet between trunks up to 8 to 15 feet between tree crown drip lines. Larger overstory trees (> 6-inches dbh) do count as residual trees and in order to reduce ladder fuels, shall have vegetation within their drip lines removed. *Prune branches off of all residual trees from 8 to 10 feet off the forest floor, not to reduce the live crown ratio below 1/2 of the height of the tree.*

Criteria for residual trees (up to < 6-inch dbh):

Conifers: Leave trees that have single leaders and thrifty crowns with at least 1/3 live crown ratio.

Conifer leave tree species in descending order:

Sugar pine

Ponderosa pine

Douglas fir

Knob-cone Pine

Gray Pine

White fir

Incense cedar

Intolerant to shade species have a higher preference as leave trees because their seed will be less likely to germinate in the understory.

3. Snags:

Snags are a conduit for fire during a wildfire. However, they also provide excellent wildlife habitat in their natural state. The following is the criteria of when snags shall be retained:

18-inch diameter class or larger and not more than 30 feet in height which are not capable of reaching a road or structure provided there is a separation of least 100 feet between snags.

Hardwood trees: Leave trees that have vertical leaders and thrifty crowns with at least 1/3 live crown ratio.

Hardwood leave tree species in descending order:

Valley Oak
Big Leaf Maple
Blue Oak
Black Oak
Madrone
Live Oaks

Brush: It is desirable to remove as much brush as possible within the shaded fuel break area. However, if individual plants or pairs of plants are desired to be left, leave plants with the following characteristics: young plants less than 5 feet tall and individual or pairs of plants that are no more than 5 feet wide.

From a fuels management perspective the following are brush leave species in descending order:

Category 1

Dogwood
Redbud

Category 2

Toyon
Buckeye
Coffeeberry
Lemmon Ceanothus
Buck brush (Wedge leaf ceanothus)

Category 3

Whitethorn
Deer brush
Manzanita
Chamise
Yerba Santa
Poison Oak
Scrub Oak

Non-native species (such as olive, fig, etc.) will be considered on a case-by-case basis.

4. Wetlands:

Wetlands and riparian areas will not be adversely affected for treatment and ground operations.

5. Watercourse and Lake Protection Zone (WLPZ):

To provide mitigation for riparian associated species and to reduce the potential risk of habitat fragmentation, the following will apply:

WLPZ widths and operational limitations shall be in conformance and consistent with Title 14, California Code of Regulations, 936.5, Procedures for Determining Watercourse and Lake Protection zone Widths, as approved by the California Board of Forestry:

Class I watercourse (Fish bearing):

Exclude from equipment operations (except on existing roads) and remove one thousand hour and smaller sized dead fuels (≤ 5 inches in diameter).

Class II watercourse (Aquatic habitat for non-fish aquatic species):

No treatment of overstory and the treatment of understory will not reduce vegetative cover below 50%. One thousand-hour and smaller sized dead fuels (≤ 5 inches in diameter) will be removed. Ground based equipment will not operate within the zone except on existing roads. Prune residual trees.

Class III watercourse (No aquatic life present):

Full shaded fuel break prescription will be implemented but no ground-based equipment will operate within exclusion zones except on existing roads.

BRUSH FIELD PRESCRIPTION

Implementation consists of removing or pruning brush, and other vegetative growth on the project area. All work will be accomplished by use of equipment, masticator and/or hand crews supported by chippers and/or burning.

Due to operational needs tree canopies may need to be thinned, pruned or modified as part of the brush field fuel break prescription. This will only be done on a case by case basis after proper review by all involved agencies.

Threatened and endangered plant and animal species, such as elderberry and other sensitive species, shall not be removed or treated, or otherwise adversely affected. Cultural resources are of a major concern in any area where they may exist. These resources will be protected.

Prescription:

Brush: It is desirable to remove as much brush as possible within the brush field fuel break area. However, if individual plants or pairs of plants are desired to be left, leave plants with the following characteristics: young plants less than 5 feet tall and individual or pairs of plants that are no more than 5 feet wide. The distance between residual plants shall be 3 to 5 times the height of the residual plants. Three (3) times the height distance for slopes less than 30%, five (5) times for slopes equal to or greater than 30%.

The width of the brush field fuel break shall normally be 300 feet.

From a fuels hazard perspective the following are brush leave species in descending order:

Category 1

Dogwood

Redbud

Category 2

Toyon

Buckeye

Coffeeberry

Lemmon Ceanothus
Buck brush (Wedge leaf ceanothus)

Category 3

Whitethorn
Deer brush
Manzanita
Chamise
Yerba Santa
Poison Oak
Scrub Oak

Non-native species (such as olive, fig, etc.) will be considered on a case by case basis.

Wetlands:

Wetlands and riparian areas will not be adversely affected for treatment and ground operations.

Watercourse and Lake Protection Zone (WLPZ):

To provide mitigation for riparian associated species and to reduce the potential risk of habitat fragmentation, the following will apply:

WLPZ widths and operational limitations shall be in conformance and consistent with Title 14, California Code of Regulations, 936.5, Procedures for Determining Watercourse and Lake Protection zone Widths, as approved by the California Board of Forestry.

Class I watercourse (Fish bearing):

Exclude from equipment operations (except on existing roads) and remove one thousand hour and smaller sized dead fuels (≤ 5 inches in diameter).

Class II watercourse (Aquatic habitat for non-fish aquatic species):

No treatment of overstory and the treatment of understory will not reduce vegetative cover below 50%. One thousand-hour and smaller sized dead fuels (≤ 5 inches in diameter) will be removed. Ground based equipment will not operate within the zone except on existing roads. Prune residual trees.

Class III watercourse (No aquatic life present):

Brush field prescription will be implemented but no ground-based equipment will operate within exclusion zones except on existing roads.

GRASS FIELD PRESCRIPTION

Implementation consists of mowing and possibly re-establishing native grass species on the project area. All work will be accomplished by use of heavy equipment, and/or hand crews.

Threatened and endangered plant and animal species, such as elderberry and other sensitive species, shall not be removed or treated, or otherwise adversely affected. Cultural resources are of a major concern in any area where they may exist. These resources will be protected.

Prescription:

Grass: Grass fuel breaks shall be a minimum of 300 feet wide. All grasses are to be maintained below four (4) inches in height just after the grasses cure cut in early summer.

Wetlands:

Wetlands and riparian areas will not be adversely affected for treatment and ground operations.

Watercourse and Lake Protection Zone (WLPZ):

To provide mitigation for riparian associated species and to reduce the potential risk of habitat fragmentation, the following will apply:

WLPZ widths and operational limitations shall be in conformance and consistent with Title 14, California Code of Regulations, 936.5, Procedures for Determining Watercourse and Lake Protection zone Widths, as approved by the California Board of Forestry.

Class I watercourse (Fish bearing):

Exclude from equipment operations (except on existing roads) and remove one thousand hour and smaller sized dead fuels (≤ 5 inches in diameter).

Class II watercourse (Aquatic habitat for non-fish aquatic species):

No treatment of overstory and the treatment of understory will not reduce vegetative cover below 50%. One thousand-hour and smaller sized dead fuels (≤ 5 inches in diameter) will be removed. Ground based equipment will not operate within the zone except on existing roads. Prune residual trees.

Class III watercourse (No aquatic life present):

Grass field prescription will be implemented but no ground-based equipment will operate within exclusion zones except on existing roads.

**916.5, 936.5, 956.5 Procedures for Determining Watercourse and Lake Protection
Zone Widths and Protective Measures [All Districts]**

TABLE I

Procedures for Determining Watercourse and Lake Protection Zone Widths and Protective Measures ¹								
Water Class Characteristics or Key Indicator Beneficial Use	1) Domestic supplies, including springs, on site and/or within 100 feet downstream of the operations area and/or 2) Fish always or seasonally present onsite includes habitat to sustain fish migration and spawning.		1) Fish always or seasonally present offsite within 1000 feet downstream and/or 2) Aquatic habitat for nonfish aquatic species. 3) Excludes Class III waters that are tributary to Class I waters.		No aquatic life present, watercourse showing evidence of being capable of sediment transport to Class I and II waters under normal high water flow conditions after completion of timber operations.		Man-made watercourses, usually downstream, established domestic, agricultural, hydroelectric supply or other beneficial use.	
Water Class	Class I		Class II		Class III		Class IV	
Slope Class (%)	Width Feet	Protection Measure	Width Feet	Protection Measure	Width Feet	Protection Measure	Width Feet	Protection Measure
					[see 916.4(c)] [see 936.4(c)] [see 956.4(c)]		[see 916.4(c)] [see 936.4(c)] [see 956.4(c)]	
<30	75	BDG	50	BEI	See CFH		See CFI	
30-50	100	BDG	75	BEI	See CFH		See CFI	
>50	150 ²	ADG	100 ³	BEI	See CFH		See CFI	
1 – See Section 916.5(e) for letter designations application to this table. 2 – Subtract 50 feet width for cable yarding operations. 3 – Subtract 25 feet width for cable yarding operations.								

MAINTENANCE PRESCRIPTIONS

Once fuels have been modified within an area, maintenance activities should be planned and implemented on a regular basis to keep the effectiveness of the original treatment. If no maintenance activities occur, the effectiveness of the original treatment will diminish every year, potentially yielding no net effect within 5 years. The necessary maintenance activities will be minimal if implemented on an annual basis.

The original prescription treatment should be followed for maintenance. Possible fuel reduction techniques to be utilized for maintenance include the following:

Hand Work: Use of hand tools by crews or individuals. This technique is labor intensive and potentially expensive. Impacts to soils are negligible.

Mechanical Work: Use of heavy equipment such as masticators and/or bulldozers. This technique is moderately expensive but limited by topography (to slopes less than 50%) and not appropriate for most watercourse and lake-protection zones and excessively wet soils.

Chemical Controls: Use of California registered herbicides. This is the most cost-effective technique. Implementation usually requires one or two individuals for ground application. This technique has negligible soil effects but may not be appropriate for certain areas such as riparian zones, watercourses, and areas of listed plants.

Prescribed Browsing: Use of goats in a controlled setting to browse within appropriate areas to reduce fuel levels. Browsing goats can be an effective tool to control grasses and low growing vegetation, when controlled properly, can have little impact to the environment. Costs may vary.

Prescribed Burning: The use of planned and controlled burning operations to reduce fuel levels. Control lines are established prior to burning. Burning and Air Pollution permits are required to conduct these operations. This technique varies in cost per acre depending on complexity of project. Burning is becoming more difficult to complete due to air regulations.

American River Canyon Shaded Fuel Break

Auburn City Fire Department

Potential Mitigation Measures

National Historic Preservation Act

Endangered Species Act

Migratory Bird Treaty Act

Conditions

Motorized Equipment and Vehicles

Herbicide Application

National Historic Preservation Act Procedures

Concerns

Potential cultural resources within project areas and how to establish identification and mitigation.

Initial Assessment

To be conducted prior to work performance.

Preparation

The project manager will review the project site and collaborate with Community Development Department, Public Works Department, Cal Fire, Department of Fish & Game, California State Parks and or appropriate Federal Agency(s), as to any known or potential cultural resources within the project area. If known or identified, an assessment survey may be performed by a contracted vendor to assist in developing mitigation measures. In the event no known cultural resources are indicated, the following will apply:

The project manager will review identification and procedures with all contractors performing work in the project area.

Project Equipment Use

No large mechanized equipment or open pile burning is prescribed for this project. Smaller equipment utilizing "rubber" tracks may be used with limited disturbance to ground surface materials.

Discovery

If, during implementation of the fuels project, cultural resources are discovered inadvertently, all work is to cease and the project manager is to be notified.

If there is doubt or question as to a possible cultural resource, work is to cease within 200 feet of any questionable area and the project manager is to be notified.

Procedure

Upon discovery or question, the project manager will contact an appropriate cultural resources professional for consultation on mitigation. This may include both state and federal agency professional personnel.

All work will cease in such an area of discovery or question until a determination is final by the appropriate agency representative(s).

Final Mitigation

Final mitigation measures will be applied as determined by the appropriate professional personnel as approved by the appropriate agency; local, state, and federal.

Endangered Species Act Procedures

Concerns

Valley Elderberry Longhorn Beetle and Elderberry Plant.

The regional area is known for potential occurrence of the Elderberry Beetle and Elderberry plant species based on the California Natural Diversity Database.

Initial Assessment

To be conducted prior to work performance.

Preparation

The project manager will review the project site and collaborate with Community Development Department, Public Works Department, Cal Fire, Department of Fish & Game, California State Parks, and or appropriate Federal Agency(s), as to any known or potential Elderberry Beetle and or plant species within the project area. If known or identified, mitigation measures will be implemented accordingly.

The project manager will review identification and procedures with all contractors performing work in the project area.

The following will apply and may be considered as mitigation measures:

1. The contractor will have knowledge of and ability to identify the Elderberry plant species and beetle habitat
2. Any and all elderberry plants found within the project area will be flagged
3. No Elderberry plant species found will be removed and or modified in any way within the project area
4. Only hand cutting of vegetation within 25 feet of a discovered Elderberry plant is allowed
5. Removal of any vegetation within 100 feet of any Elderberry plant is only to occur between the months of mid-June through the first two weeks in March; when Valley Elderberry Longhorn Beetles are not active outside the Elderberry plant
6. Any vegetation outside of 100 feet of any Elderberry plant can be removed at any time of the year

Project Equipment Use

No large mechanized equipment is prescribed for this project. Smaller equipment utilizing "rubber" tracks may be used with limited disturbance to ground surface materials.

Discovery

If during implementation of the project Elderberry plant species are discovered inadvertently, all work is to cease and the project manager is to be notified.

If there is doubt or question as to a possible discovery, work is to cease within 100 feet of any questionable area and the project manager is to be notified.

Endangered Species Act Procedures cont:

If any additional sensitive plant or animal species is identified during the planning or implementation phase, work will cease and the project manager is to be notified. Appropriate mitigation measures will be implemented.

Procedure

Upon discovery or question, the project manager will contact a Representative from the Community Development Department, Fish and Game, State and or Federal Agency, and or a contracted professional for consultation on mitigation. All work will cease in such an area of discovery or question until a determination is final by the appropriate agency representative(s).

Final Mitigation

Final mitigation measures will be applied as determined by the appropriate professional personnel as approved by the appropriate agency; local, state, and federal.

Migratory Bird Treaty Act Procedures

Concerns

The regional area is known for potential nesting areas of various species protected under the Migratory Bird Treaty Act (MBTA).

Initial Assessment

The project area has the potential to support nesting habitat of various species.

Typical nesting season for this area is May through June.

To be conducted prior to work performance.

Preparation

The project manager will review the project site prior to start of work and at periodic intervals throughout the project to identify any nesting situations. The project manager will collaborate with Community Development Department, Public Works Department, Cal Fire, Department of Fish & Game, State Parks, and or appropriate Federal Agency(s), as to any known MBTA species and nesting periods within the project area. If known MBTA species nesting are identified, mitigation measures will be implemented accordingly.

The project manager will review identification and procedures with all contractors performing work in the project area.

The following will apply and may be considered as mitigation measures:

1. No activities can occur within 100 feet of an active nest during the breeding season for the MBTA species determined to be using the nest for breeding
2. Disturbance or removal of a MBTA species nest can occur after nesting if such nest is no longer being used and as allowed by State of California law

Project Equipment Use

No large mechanized equipment or open pile burning is prescribed for this project. Smaller equipment utilizing "rubber" tracks may be used with limited disturbance to ground surface materials.

Discovery

If during implementation of the fuels project nesting areas are discovered inadvertently, all work is to cease and the project manager is to be notified. In no way will the destruction of nests or take of species occur. Nesting areas no longer in use will be identified, left undisturbed, and the project manager will be notified.

If there is doubt or question as to a possible discovery, work is to cease within 100 feet of any questionable area and the project manager is to be notified.

Procedure

Upon discovery or question, the project manager will contact a Representative from the Community Development Department, Fish and Game, State and or Federal Agency, for consultation on mitigation. All work will cease in such an area of discovery or question until a determination is final by the appropriate agency representative(s).

Migratory Bird Treaty Act Procedures cont:

Final Mitigation

Final mitigation measures will be applied as determined by the appropriate professional personnel as approved by the appropriate agency; local, state, and federal. Final mitigation measures may require additional measures than listed above based on species, season, and other circumstances. Additional and or ongoing survey(s) may be required by appropriate agency professional; wildlife biologist.

Conditions:

Motorized Equipment and Vehicles

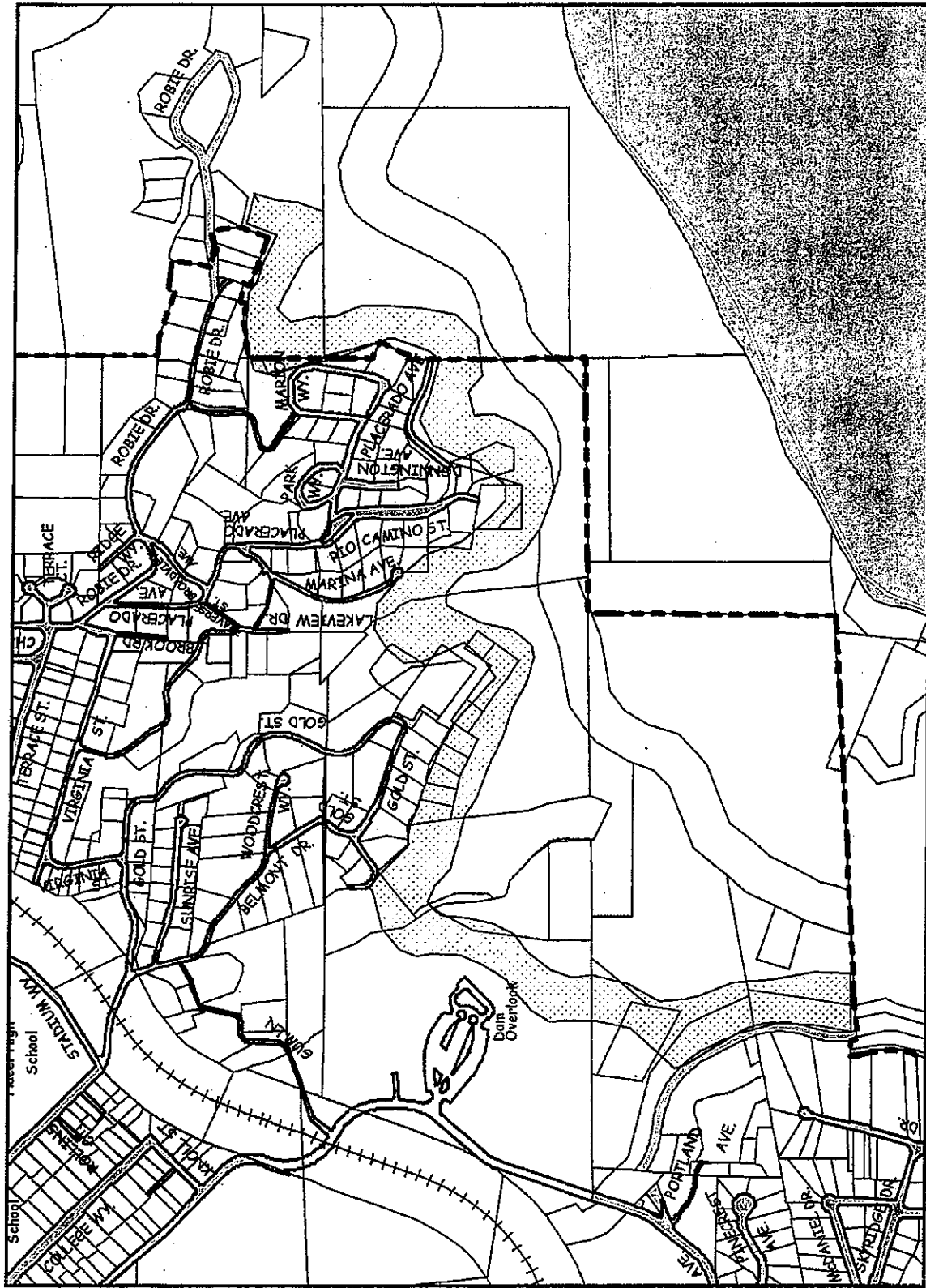
All motorized equipment and vehicles will stay on existing roads/trails to the extent feasible. In order to prevent deterioration of road and trail surfaces, they will not be utilized when soil moisture is high enough that use will leave tracks/ruts and or potentially cause disturbance to the ground surface.

Herbicide Application

If the project involves maintenance of the fuel breaks with the use of herbicide the contractor should:

- have a qualified applicator's license (QAL) and be registered to spray in the county in which he/she is working.
- have an herbicide recommendation which is approved by State Parks prior to start of project.
- be able to identify the target species (broom and olive sprouts).
- only apply herbicide to the target species (broom/olive sprouts). Impacts to non-target species should be avoided if at all possible (i.e. spot spray instead of broadcast spray).
- comply with state and county laws and regulations regarding herbicide application.
- notify State Park prior to application identifying area(s) of work.
- after completion of herbicide application, compile a report that describes: dates and times herbicide was applied, product(s) applied, rate and application method used, and total amounts of product used on each project.

American River Canyon Shaded Fuel
Proposed Project Area



North ↑

Scale: 1:7000

**American River Canyon Shaded Fuel
Proposed Project Area**



North ↑

Scale: 1:7000

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RESOLUTION NO. 12-
RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT WITH
BUSHWACKERS INC.

THE CITY COUNCIL OF THE CITY OF AUBURN DOES HEREBY RESOLVE:

That the City Council of the City of Auburn does hereby approve the Professional Services Agreement between Buschwackers Inc. and the City of Auburn to conduct fuels removal and chipping services on the American River Canyon Shaded Fuel Break under the available funding form the Sierra Nevada Conservancy Grant #567 not-to-exceed at total of \$117,250.00.

The Fire Chief of the City of Auburn is authorized and directed to execute the agreement on behalf of the City of Auburn.

DATED: October 8, 2012

Kevin Hanley, Mayor

ATTEST:

Joseph G. R. Labrie, City Clerk

I, Joseph G. R. Labrie, City Clerk of the City of Auburn, hereby certify that the foregoing resolution was duly passed at a regular meeting of the City Council of the City of Auburn held on the 8th day of October 2012 by the following vote on roll call:

Ayes:
Noes:
Absent:

Joseph G. R. Labrie, City Clerk